

## **Chapter 16.04**

### **PROPERTY MAINTENANCE**

#### **16.04.010 Scope.**

The provisions of this Chapter shall govern the minimum conditions and the responsibilities of persons for the maintenance of residential rental units and their premises.

#### **16.04.020 Codes.**

(a) Pursuant to Ind. Code Section 36-7-2-9, the City is legally responsible for ensuring compliance with the building laws and fire safety laws that are adopted in the rules of the Indiana Fire Prevention and Building Safety Commission. Pursuant to this mandate, the following codes, as amended, are hereby incorporated into this Chapter by reference and made a part thereof:

- (1) Indiana Building Code;
- (2) Indiana Residential Code;
- (3) Indiana Fire Code;
- (4) Indiana Mechanical Code;
- (5) Indiana Electrical Code;
- (6) Indiana Plumbing Code;
- (7) Indiana Fuel Gas Code;
- (8) Indiana Energy Code; and
- (9) Indiana Accessibility Code.

(b) All residential rental units and accessory structures thereof shall be maintained in compliance with the provisions of those codes noted in 16.04.020(a). Compliance shall be in accordance with those codes in effect at the time the residential rental unit or accessory structure thereof was built or remodeled.

#### **16.04.030 Responsibility.**

The owner of a residential rental unit shall maintain the unit and its premises in compliance with the requirements of this Chapter, except as otherwise provided for in this Title. A person shall not occupy or permit another person to occupy a residential rental unit, or its premises, which are not in a sanitary and safe condition and which do not comply with the requirements of this Title. The tenant of a residential rental unit is responsible for keeping the unit in a clean, sanitary and safe condition.

#### **16.04.040 Exterior Property Areas.**

(a) All exterior portions of a residential rental unit shall be maintained in a clean, safe and sanitary condition. The tenant of a residential rental unit shall keep that part of the exterior unit and premises, which such tenant occupies or controls, in a clean, safe and sanitary condition.

(b) All residential rental unit premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any residential rental unit located thereon. Exception: Approved retention areas and reservoirs.

(c) All sidewalks, walkways, stairs, driveways, private streets, parking spaces and similar areas shall be maintained in a proper state of repair, and maintained free from hazardous conditions.

(d) All residential rental unit premises shall be maintained in accordance with Title 6 of the Bloomington Municipal Code.

(e) All residential rental unit premises which contain trees shall maintain the trees in good health so that they pose no danger to persons or property.

(f) Furniture not generally intended to be used for outdoor purposes (typically upholstered furniture), shall not be permitted to be stored on the exterior premises of residential rental units, this includes both screened-in porches and non-screened porches.

(g) All gates shall be maintained in a structurally sound manner, be in good repair and be maintained in accordance with this Title.

(h) No inoperable vehicle shall be parked, kept or stored on the premises of any residential rental unit, and no vehicle shall at any time be kept or stored on the premises of any residential rental unit if it is in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of motor vehicles or motor cycles is prohibited unless conducted inside of an approved spray booth.

#### **16.04.050 Exterior Structure.**

(a) All portions of the exterior of a residential rental unit and its accessory structures shall be maintained in a structurally sound manner, be in good repair and be maintained in accordance with this Title

(b) All portions of the exterior of a residential rental unit and its accessory structures shall be maintained in a manner that does not pose a threat to the public health safety or welfare.

(c) Exterior wood surfaces on residential rental units and their accessory structures, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

(d) All metal surfaces subject to rust or corrosion on a residential rental unit or its accessory structures shall be coated to inhibit such corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion.

(e) Peeling, flaking and chipped paint on the exterior of a residential rental unit or its accessory structures shall be eliminated and done in accordance with any applicable rules or regulations established by the United State's Environmental Protection Agency or the Indiana Department of Environmental Management.

(f) Exterior surfaces on residential rental units and their accessory structures shall be maintained free of mold.

(g) If a residential rental unit is damaged, mutilated or defaced by marking, carving or graffiti, the owner of said unit shall restore the surface to an approved state of maintenance and repair.

#### **16.04.060 Interior Structure.**

(a) All portions of the interior of a residential rental unit and its accessory structures shall be maintained in a structurally sound manner, be in good repair and be maintained in accordance with this Title.

(b) All portions of the interior of a residential rental unit and its accessory structures shall be maintained in a manner that does not pose a threat to the public health, safety or welfare.

(c) All equipment contained within the interior of a residential rental unit and its accessory structures shall be maintained in good repair, in accordance with its manufacturer's guidelines and in accordance with this Title.

(d) Tenants of a residential rental unit shall keep that part of the unit which they occupy or control in a clean and sanitary condition.

(e) Every owner of a rooming house, a two or more dwelling unit or a dwelling unit with a nonresidential occupancy, shall maintain the shared public areas in a clean and sanitary condition and in accordance with this Title.

(f) Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered and done in accordance with any applicable rules or regulations established by the United State's Environmental Protection Agency or the Indiana Department of Environmental Management.

#### **16.04.070 Duct Systems.**

Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

#### **16.04.080 Rubbish and Garbage.**

(a) All portions of the interior of a residential rental unit and its accessory structures shall be free from any accumulation of rubbish or garbage.

(b) Every tenant of a residential rental unit shall dispose of all rubbish or garbage in a clean and sanitary manner by placing such rubbish or garbage in approved containers.

(c) The owner of every residential rental unit shall supply the unit with an approved leak proof, covered, outside garbage container in accordance with Title 6 of the Bloomington Municipal Code.

#### **16.04.090 Extermination/Pest Control.**

(a) All residential rental units, their accessory structures and exterior premises shall be kept free from pests. All residential rental units or accessory structures thereof in which pests are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination proper precautions shall be taken to prevent reinfestation.

(b) The owner of any residential rental unit shall be responsible for extermination within the unit, its accessory structures or on the exterior premises for extermination of pests prior to letting the unit.

(c) The tenant of a single-family detached home shall be responsible for extermination of pests after occupying the premises for thirty (30) days unless the infestation is caused by defects in the premises—in which case the owner shall be responsible for extermination of pests.

(d) The owner of a structure containing two or more dwelling units, a multiple occupancy or a rooming house shall be responsible for extermination of pests.

(e) Regardless of whose responsibility it is to exterminate any pests, if the presence of pests is determined to be the result of actions taken, or not taken, by any tenant, said tenant shall be liable for fines in accordance with Chapter 16.09 of this Title.

(f) This Section pertains only to whose responsibility it is to eradicate the pests; it does not pertain to, regulate, or discuss which party to the lease is to ultimately pay for the pest eradication.

#### **16.04.100 Display of Address.**

All residential rental units shall conspicuously display the unit's address number on the front of the unit.